

RETURN DATE: JANUARY 26, 2016 : SUPERIOR COURT
GARRY WESSEL : J.D. of FAIRFIELD
VS. : at BRIDGEPORT
FOX PROPERTIES, LLC : DECEMBER 22, 2015

COMPLAINT

COUNT ONE (Breach of Contract):

1. The plaintiff, Garry Wessel, is an individual residing in White Plains, NY.
2. Upon information and belief, the defendant, Fox Properties, LLC, is a Connecticut limited liability company whose address is 527 Tunxis Hill Road, Fairfield, Connecticut.
3. Between March 20, 2014 and April 22, 2014, Fox Properties, and/or its representative(s), attempted to negotiate terms by which it would rent 1025 Fairfield Beach Road, Fairfield, Connecticut to non-parties Ryan Wessel, Robert Brandy, Robert Hill, Bryce Garcia, and/or other potential tenants (all referred to hereafter as the "Potential Tenants").
4. During that time period a Rental Agreement was provided to the Potential Tenants, which referenced, among other things, a Security Deposit in the amount of \$7,500.00.
5. The plaintiff provided that \$7,500.00, on behalf of the Potential Tenants to the defendant, and/or its representative.

6. The rental agreement was rescinded and the Potential Tenants did not come reside at 1025 Fairfield Beach Road, Fairfield, Connecticut, subsequent to the plaintiff having provided the security deposit.

7. The defendant has failed to return the security deposit, in spite of demands to do so.

8. By failing to return the security deposit, the defendant has breached its contract with the plaintiff.

9. As a result of the breach of contract, the plaintiff has suffered monetary damages.

COUNT TWO (Unjust Enrichment)

1-8. Paragraphs 1 through 8 of Count One of this Complaint are hereby incorporated as paragraphs 1 through 8 of this Count Two as if more fully set forth herein.

10. The plaintiff has provided \$7,500.00, to its detriment, secondary to the security deposit provision of the rental agreement.

11. The defendant at all times knew that the \$7,500.00 was being provided by the plaintiff secondary to the security deposit provision of the rental agreement and knew that the plaintiff reasonably and justifiably expected the return of the \$7,500.00 if the Potential Tenants did not come to reside at 1025 Fairfield Beach Road, Fairfield, Connecticut.

12. The defendant has accepted and enjoyed the substantial benefits and result of the money provided by the plaintiff.

13. The defendant has been unjustly enriched by the retention of said benefits to the plaintiff's detriment.

WHEREFORE, the plaintiff respectfully prays for the following relief:

1. Monetary damages;
2. Double damages pursuant to 47a-21(d)(2) et. seq.;
3. Attorneys' fees, costs and interest as allowed by law; and
4. Such other and further relief as is just and proper.

THE PLAINTIFF
GARRY WESSEL

By: _____

Zachary R. Mintz of
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315 Post Road West
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203-227-2855
Juris No. 412195

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STATEMENT RE: AMOUNT IN DEMAND

The Plaintiff, Garry Wessel, claims monetary damages less than of Fifteen
Thousand (\$15,000.00) Dollars.

THE PLAINTIFF
GARRY WESSEL

By:

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